

## **PERFORMANCE BOND**

# WASHINGTON STATE FERRIES

## NEW 144 - AUTO FERRIES

### DESIGN - BUILD CONTRACT NO. 00-6674

#### PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, That we, \_\_\_\_\_, as Principal (the "Principal"), and { \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Washington, as Surety} (the "Surety")<sup>1</sup>, are jointly and severally held and firmly bound unto Washington State Ferries a division of the Washington State Department of Transportation, (hereinafter called "WSF"), as Obligee, in the penal sum of

\_\_\_\_\_, (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this Bond is such that:

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, the Principal signed a certain WSF Contract titled **New 144 - Auto Ferries Design - Build Contract No. 00-6674** (the "Contract"); and all capitalized terms used but not defined herein to be as defined in the Contract; and

**WHEREAS**, by the terms, conditions and provisions of the Contract, the Principal agreed to: (i) provide all design, labor, furnish all tools, materials and equipment for the Contract Work; (ii) pay all laborers, mechanics, subcontractors, agents and material men and all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work; and (ii) perform such other work as may be required by the Contract Documents (all of which Contract Documents are by this reference incorporated herein); and

**WHEREAS** this Bond shall cover all of the Contract Work, including Contract Work ordered pursuant to Change Orders;

<sup>1</sup> If there is more than one Surety on this bond repeat the language in brackets and change the parenthetical to read (jointly and severally the "Surety").

**NOW, THEREFORE**, if the Principal herein shall fully and faithfully observe and comply with all the terms, conditions and provisions of the Contract in all respects and shall fully and faithfully perform the Contract Work according to law and the terms of the Contract Documents, and shall indemnify the State of Washington and WSF against any damages that shall be suffered or claimed arising out of the Principal's performance of the Contract, then this obligation to be void, otherwise to remain in full force and effect.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than WSF named herein or the heirs, executors, administrators or successors of WSF.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_